



JAMES E. MCGREEVEY  
Governor

**State of New Jersey**  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA  
State Treasurer

June 19, 2003

**TO:** All Bidders

**RE:** RFP #: 04-X-35654  
Criminal Justice Information System (CJIS)  
Evaluation, Benchmarking and Consulting Services System Term Contract

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
July 15, 2003	9:30 AM	<b>Mandatory Pre-Bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for more information)
August 5, 2003	2:00 PM	<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.4</a> for more information)

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

*Steven Palmieri*

Steven Palmieri  
Supervising Procurement Specialist


E-Mail Address: [Steve.Palmieri@Treas.State.NJ.US](mailto:Steve.Palmieri@Treas.State.NJ.US)  
Phone: (609) 984-6241  
Fax: (609) 292-5170

## **ATTENTION VENDORS**

If you are submitting a bid and are not on the Purchase Bureau's Vendor File, visit our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm/bidders> and either submit a bidders application online or download the application and instructions. If downloading, mail or fax the application to the Purchase Bureau and you will be placed on the bid list. Submitting your application online is preferable because it is easier and will get on the vendor file within a day or so.

If you're already on the Purchase Bureau bid list file and need to change your information, i.e. address change, etc., send a letter on company letterhead signed by a company officer to the Vendor Change Unit of the Purchase Bureau, 33 West State Street, PO Box 230, Trenton, New Jersey, 08625 or fax it to (609) 292-5170. The letter should list the outdated information as well as the corrections, specifying what is to be changed. Make sure you include the entire eleven -digit vendor identification number on the letter.

This does not apply to remit-to addresses. They must be processed through the OMB Vendor Control Unit. Their number is (609) 292-8124.

	<b>STATE OF NEW JERSEY REQUEST FOR PROPOSAL</b>	<b>BID NUMBER: 04-X-35654</b>
	<b>FOR: CRIMINAL JUSTICE INFORMATION SYSTEM, EVALUATION, BENCHMARKING &amp; CONSULTING SERVICES TERM CONTRACT</b>	TERM CONTRACT #: <u>T-2151</u> REQUESTING AGENCY: <b>DEPARTMENT OF LAW AND PUBLIC SAFETY</b>
	ESTIMATED AMOUNT: N/A CONTRACT EFFECTIVE DATE: <u>11/01/03</u> CONTRACT EXPIRATION DATE: <u>10/31/04</u> COOPERATIVE PURCHASING: <u>NO</u> SET ASIDE: SEE <u>RFP SECTION 4.4.1.4</u>	<b><u>DIRECT QUESTIONS CONCERNING THIS RFP TO:</u></b> STEVEN PALMIERI PHONE NUMBER: (609) 984-6241 FAX NUMBER (609) 292-5170 E-MAIL ADDRESS: <u>STEVE.PALMIERI@TREAS.STATE.NJ.US</u>

**TO BE COMPLETED BY BIDDER:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

**PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:**

- 1) **PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON AUGUST 5, 2003 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230.** TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ 0 OR 0 %.  
CHECK THE TYPE OF BID SECURITY SUPPLIED:  
  
 ANNUAL BID BOND ON FILE: \_\_\_\_\_ BID BOND ATTACHED: \_\_\_\_\_  
  
 CERTIFIED OR CASHIERS CHECK ATTACHED: \_\_\_\_\_ LETTER OF CREDIT ATTACHED: \_\_\_\_\_
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [SEE ATTACHMENT 1](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):  
 PRE-BID CONFERENCE: 7/15/03 9:30 AM - SEE RFP SECTION 1.3.3  
 SITE INSPECTION: NONE

**ADDITIONAL REQUIREMENTS**

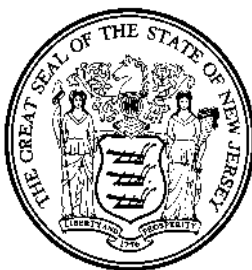
- 9) PERFORMANCE SECURITY: \$ 0 OR 0 %
- 10) PAYMENT RETENTION: 10%
- 11) AN AFFIRMATION ACTION FORM ([ATTACHMENT 3 OF RFP](#))
- 12) A MACBRIDE PRINCIPALS CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 13) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP
- 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
- 15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE CERTIFICATION OF REGISTRATION AS A SMALL, MINORITY OR FEMALE BUSINESS (SEE N.J.A.C. 17:13-3.2).

**TO BE COMPLETED BY BIDDER**

- 16) DELIVERY CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE RFP) \_\_\_\_\_ %, \_\_\_\_\_ DAYS: NET \_\_\_\_\_ DAYS.
- 18) BIDDER PHONE NO: \_\_\_\_\_
- 19) BIDDER FAX NO. \_\_\_\_\_
- 20) BIDDER E-MAIL ADDRESS. \_\_\_\_\_
- 21) BIDDER FEDERAL ID NO. \_\_\_\_\_
- 22) YOUR BID REFERENCE NO. \_\_\_\_\_

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER	24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE	26) DATE



**Bid Number: 04-X-35654**

**REQUEST FOR PROPOSAL FOR:**

**CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS)**

**EVALUATION, BENCHMARKING AND CONSULTING SERVICES TERM CONTRACT**

Date Issued: June 19, 2003

Purchasing Agency  
State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau, PO Box 230  
33 West State Street  
Trenton, New Jersey 08625-0230

Using Agency  
State of New Jersey  
Department of Law and Public Safety  
Office of the Attorney General  
P.O. Box 081  
25 Market Street  
Trenton, New Jersey 08625-0081

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the State of New Jersey, Office of the Attorney General and the Criminal Justice Information System (CJIS) Advisory Policy Committee.

The purpose and intent of this RFP are to solicit proposals to assist the CJIS Advisory Policy Committee in examining the existing CJIS systems, provide benchmarking, examine existing inter-relationships, and identify initiatives that New Jersey can implement which will improve both the operation and integration of the State's systems.

Refer to [RFP Section 3.0](#) (Scope of Work) for specific tasks to be performed under this contract.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

This contract has set-aside subcontracting requirements. Please refer to [RFP Section 4.4.1.4](#) (Set Aside Contracts) for additional information.

### **1.2 BACKGROUND**

Through the years, New Jersey's automation of criminal justice records relied on antiquated legacy systems developed with a "stove pipe" strategy without much consideration for the need to share data. As technology changed during the 1990's, it became evident that the State needed to change its historic approach to automated record keeping.

At the end of the 1970s and the beginning of the 1980s, the old methods of storing and accessing criminal justice records in New Jersey became obsolete. Concurrently, societal changes created an extremely mobile population and increased demand for comprehensive criminal records. New Jersey, a heavily populated state, was struggling with the overwhelming task of maintaining accurate criminal records in a system that could not provide timely, accurate, and complete information to the New Jersey criminal justice system. In spite of all the changes taking place, some court records were still rolled up and filed in circular tubes and repetitive data entry was a common practice.

Since the 1930's, the New Jersey Division of State Police (NJSP) has had the primary responsibility of maintaining the New Jersey fingerprint-based Criminal History Record System (N.J.S.A. 53:1-12) and is the designated conduit for all State and Federal fingerprint records to the FBI. The NJSP criminal history records can be electronically accessed through New Jersey Computerized Criminal History (CCH) or Interstate Identification Index (III) systems by all criminal justice agencies.

In the early 1980s, some of the State agencies responsible for building and maintaining criminal justice records to assist in protecting public safety were buried under stacks of paper records and files. Duplicative paper records were often incomplete, incorrect, and not readily accessible. The inability to access up-to-date information in real time hampered the criminal justice community. Law enforcement had a critical need to improve its information systems in order to reduce the danger to public safety posed by the activities of criminals whose complete criminal record was not readily accessible in a timely manner. Police officers' lives were in danger since they did not know the criminal history and positive identity of the individual with whom they were dealing.

Originally, the primary objective of the Criminal Justice MIS (or records) was to improve the criminal justice information system to allow accurate and timely data for the prosecution and sentencing of criminals. Over the years concerns about public safety received more attention following intense media coverage about individuals whose backgrounds were unknown to the responsible authorities. The federal government and the New Jersey Legislature took measures to change employment and licensing requirements by passing a series of laws requiring background checks for various categories of employees, licensees, and volunteers. The lists of persons whose backgrounds are checked now range from workers in nuclear power plants to scout leaders, school bus drivers, and little league coaches. Private employers may also pay a fee to obtain

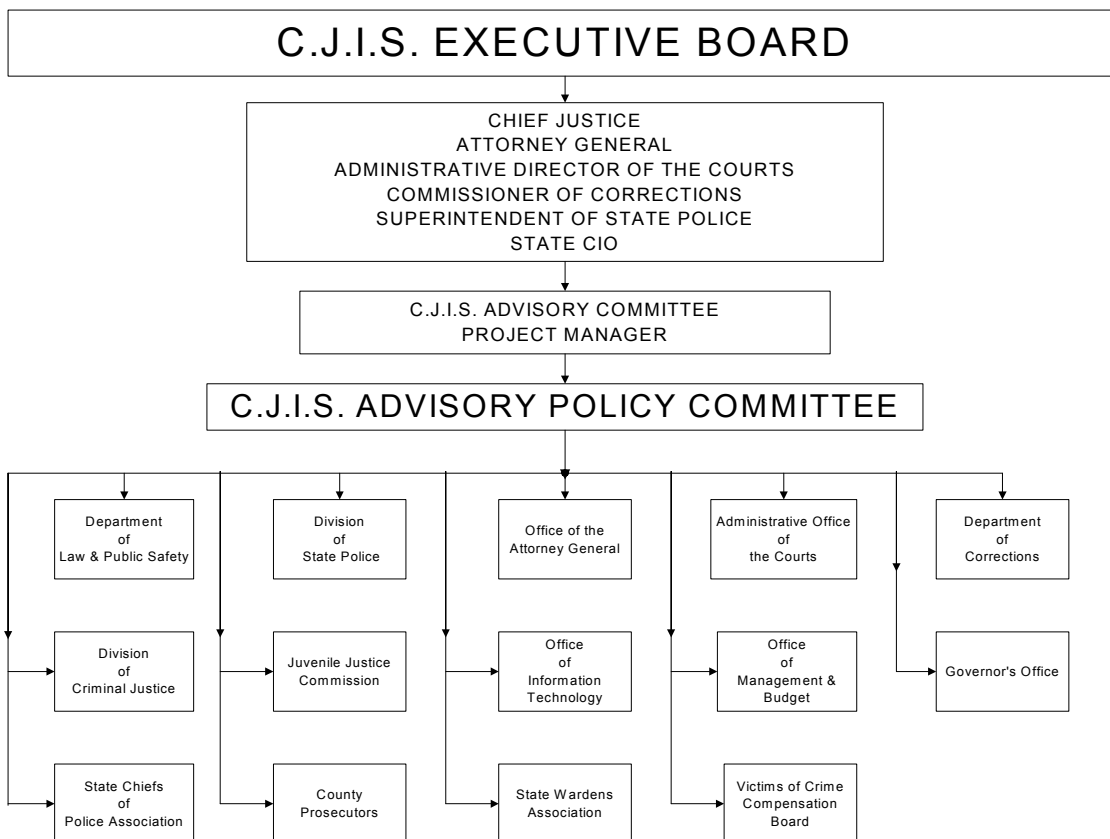


certain limited information about prospective hires. The only solution to handling such a large volume of inquiries was to identify and acquire an integrated automated information system.

As a multitude of new information technology products became available, agencies purchased computer hardware and software that would enable them to automate their own records for day-to-day operations. Interfacing with other agencies' automated systems was not a high priority. Many police departments, prosecutors, and courts used their own combinations of proprietary programs purchased from selected vendors or developed their own internally. Because each program was designed for the specific needs of each agency, few systems provided for the exchange of information between agencies, as well as within an agency.

The vast amount of important criminal justice data entered into these discrete systems could not be electronically accessed by any other agency. Additionally, there were no standard definitions or terms and no data dictionary to define the common data elements. Transmission between agencies was still via paper, was as slow as the old paper record keeping, and therefore, the amount of paper remained unmanageable.

In November of 1990, the Office of the Attorney General, which serves as the agency responsible for the administration of the Byrne 5% Set-Aside provision, established the CJIS Advisory Policy Committee to direct and coordinate new developments in the State's Criminal Justice Information System. The CJIS Advisory Policy Committee is comprised of representatives from all agencies and sections of the criminal justice community in New Jersey. The CJIS Advisory Policy Committee is comprised of Department of Law and Public Safety (L&PS) representatives from the Office of the Attorney General (OAG), the Division of New Jersey State Police, the Division of Criminal Justice and the Juvenile Justice Commission. CJIS also includes representatives from the Administrative Office of the Courts, the Department of Corrections (DOC), the Office of Information Technology, the Office of Management and Budget, and the Victims of Crime Compensation Board. Membership also included representatives from county and municipal government, associations such as the County Jail Wardens, the Chiefs of Police and other local agencies. (Reference CJIS Executive Board and Advisory Policy Committee, see chart below.)



The OAG serves as the executive sponsor for the CJIS Advisory Policy Committee and each participating agency is represented by a high level administrator. Technical advice is provided by a consortium of members from the agencies belonging to the committee.

The first objective of the CJIS Advisory Policy Committee was to provide arrest, prosecution, trial and disposition information to the computerized criminal history record (rap sheet) in a timely manner. Funding was made available through federal grants to achieve this goal. The members of the CJIS Advisory Policy Committee realized they had to work together to integrate all of these systems, as well as to meet the federal grant requirements that grantee agencies share data in order to be eligible for grant money.

The CJIS Committee meets monthly and is charged with providing a forum for communication and exchange of information among the various criminal justice agencies within the State, as well as perpetuating the integration of its criminal justice data. The integration that New Jersey has today in its criminal justice systems has evolved over time and is improving criminal case management and the quality and accessibility of data. The New Jersey Judiciary, whose data center processes over 3.5 million transactions daily, has seen a total transformation of court case management since 1985. At that time, court records were maintained in paper files and recorded in huge court docket books and the only communication with the law enforcement community was via paper reports or the telephone. Today the New Jersey Judiciary is one of the largest repositories of court data in the world with over 600 million records stored in 25 databases.

The NJSP maintains over 2.5 million lines of application code, servicing over 600 agencies statewide, while also providing connectivity to all 50 states and a host of international agencies. The establishment of a statewide TCP/IP network is the direct result of the NCIC 2000 project. Through years of cooperative development with the FBI, NJSP remains the only Level IV compliant agency in the world with the ability to wirelessly transmit and receive fingerprints and photographs in the roadside environment. Currently the fleet of nearly 1,000 vehicles function as wireless offices, linking the roadside environment to the central infrastructure and ultimately to any application available within the CJIS community.

The key to the success of integration in New Jersey is the positive identification of an individual's fingerprints. Once a person is fingerprinted, and therefore positively identified, a unique number is assigned to that person by the NJSP, State Bureau of Identification (SBI). The SBI number is used to "flag" an individual throughout the State's Judiciary, Corrections, NJSP and other criminal justice agency databases. All of these agencies have adopted the SBI fingerprint number as part of their internal record keeping systems. When an individual is charged with an offense, information regarding the offense is also included on the arrest fingerprint card and subsequently assigned a SBI fingerprint number. After processing the fingerprint card, NJSP enters the SBI number (flagging) into the Administrative Office of the Courts' (AOC) automated system. The case entered into the AOC system is now flagged with the individual's SBI number. This SBI number will follow the individual throughout the entire judicial system.

When an individual is incarcerated, upon entry into the correctional facility the SBI number is included as part of the jail or prison identification number and entered into the DOC automated OBCIS system. Flagging also provides for electronic disposition reporting nightly from the AOC's Promis/Gavel automated system to the NJSP Criminal History System. Criminal History records are updated nightly with dispositions from Promis/Gavel and weekly after adjudication by the AOC. Using this SBI number, it is possible to track an individual's criminal history to search for outstanding warrants, or to see if the individual is listed in the statewide Domestic Violence Registry, as well as to identify any firearm purchases the individual has made.

Flagging individuals and tracking cases provides law enforcement with the capability to accurately provide a complete NICS (National Instant Criminal Background Check System) check of an individual in order to comply with Brady Bill firearm purchasing requirements. It also provides many other capabilities for law enforcement and the criminal justice community, such as tracking inmate prison populations and eliminating redundant fingerprinting of individuals for employment purposes. The DOC has the ability to provide the current location and status of an offender and update a computerized "rap sheet" with this information when requested through either the NJSP Computerized Criminal History (CCH) system or the Interstate Identification Index (III) system. New Jersey is one of sixteen states serving as a point of contact for NICS checks. New Jersey is now a leader in criminal justice systems integration and is one of only five states, along with Florida, North Carolina, Oregon and Montana to be designated by the FBI as a National Fingerprint File (NFF) state.

Currently, there exists a need to examine the relationships, processes, advantages and disadvantages of the CJIS Committee in order to identify those areas where the application of newer technologies can improve overall effectiveness, efficiency, and most importantly, achieve improved integration of the data being processed and stored by New Jersey's criminal justice agencies. In addition, there are numerous areas that impact multiple agencies with processes requiring examination, for example:

- 1) Processing of Warrants
- 2) Distribution of Restitution Collections
- 3) Parole/Probation Interaction
- 4) Juvenile Justice Applications
- 5) Judgment of Convictions
- 6) Release Processing
- 7) Scanning of Critical CJIS Documents (JOC, PSI, Parole/Max Certificate, etc.)

This RFP is designed to respond to these identified needs.

### **1.3 KEY EVENTS**

#### **1.3.1 QUESTIONS AND INQUIRIES**

It is the policy of the Division to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions can be mailed, e-mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Steve Palmieri  
State of New Jersey  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
Trenton, New Jersey 08625-0230

E-Mail: Steve.Palmieri@Treas.State.NJ.US  
Fax Number: (609) 292-5170  
Phone Number: 609-984-6241

##### **1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES**

A Mandatory Pre-Bid Conference has been scheduled for this procurement; therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Mandatory Pre-Bid Conference. Written questions must be delivered to the Purchase Bureau buyer. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

##### **1.3.1.2 QUESTION PROTOCOL**

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

### **1.3.2 MANDATORY SITE VISIT**

None.

### **1.3.3 MANDATORY PRE-BID CONFERENCE**

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The date, time and location are as follows:

**DATE:** July 15, 2003  
**TIME:** 9:30 AM  
**LOCATION:** DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU -  
BID OPENING ROOM, 9TH FLOOR  
33 WEST STATE STREET  
TRENTON, NJ 08625-0230

Directions to the pre-bid conference can be found on the following website:  
<http://www.state.nj.us/treasury/purchase/faqdirs.htm>

CAUTION: Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from bidders regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and distributed to attendees as a written addendum to the RFP. Answers to deferred questions will also be distributed to attendees as a written addendum to this RFP.

### **1.3.4 SUBMISSION OF BID PROPOSAL**

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

**DATE:** August 5, 2003  
**TIME:** 2:00 PM  
**LOCATION:** BID RECEIVING ROOM - 9TH FLOOR  
PURCHASE BUREAU  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found on the following website:  
<http://www.state.nj.us/treasury/purchase/faqdirs.htm>

## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

A Mandatory Pre-Bid Conference has been scheduled for this procurement. Any addendum issued before the Mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the Mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the Mandatory Pre-Bid Conference.

### **1.4.2 ADDENDUM AS A PART OF THIS RFP**

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

### **1.4.3 ISSUING OFFICE**

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in [Section 1.3.1](#) is the sole point of contact between the bidder and the State for purposes of this RFP.

### **1.4.4 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

### **1.4.5 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

### **1.4.6 CONTENTS OF BID PROPOSAL**

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bid proposals received in response to this RFP.

### **1.4.7 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

### **1.4.8 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification, and business registration must be supplied for each party to a joint venture.

## **2.0 DEFINITIONS**

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

### **2.1 STANDARD DEFINITIONS**

**Addendum** – Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

**Bidder** - An individual or business entity submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property

**Evaluation Committee** - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

**May** - Denotes that which is permissible, not mandatory.

**Project** - The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

**Should** - Denotes that which is recommended, not mandatory.

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**State** - State of New Jersey.

**Task** – A discrete unit of work to be performed.

**Using Agency or Agency** - The entity for which the Division has issued this RFP and will enter into a contract.

### **2.2 CONTRACT SPECIFIC DEFINITIONS**

**ACS** – *Automated Complaint Systems* - The Automated Complaint System (ACS) is the Judiciary's centralized criminal case management system currently used by the State's 537 municipal courts. ACS manages and tracks all indictable, disorderly persons, petty disorderly persons, penalty enforcement and local ordinance complaints issued in the State of New Jersey. The ACS system also contains all outstanding non-indictable warrant information arising out of the State's municipal courts.

**All Inclusive Hourly Rate** - This rate shall be defined as all direct and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, reproduction and any other costs. Time spent in traveling to and from the work site or employee's normal workstation shall not be included in the rate. It shall include normal work breaks but not including meals. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

**AFIS** - *Automated Fingerprint Identification System* - The Automated Fingerprint Identification System (AFIS) is a series of computers designed to assist in the rapid search and identification of fingerprints. The system is designed to search millions of fingerprints in a matter of minutes. The primary purpose of the AFIS is to store, search and match fingerprints. The NJSP implemented the AFIS during May 1990.

**AOC** - *Administrative Office of the Courts* - The State of New Jersey Administrative Office of the Courts.

**AOC-TELE** - A mapped inquiry network that allows law & justice personnel to access a variety of mainframe applications developed by agencies within the State and county court systems. Systems accessed through this network include PROMIS/GAVEL, CCIS and FACTS.

**ATS** - *Automated Traffic System* - The Automated Traffic System (ATS) is the Judiciary's centralized traffic case management system currently used by the State's municipal courts. All DWI, moving and parking complaints issued in the State are processed and tracked in ATS. The ATS system is integrated with the Judiciary's Automated Complaint System and contains all outstanding traffic warrants issued by the State's municipal courts.

**Brady Act** – *The Brady Handgun Violence Prevention Act (Public Law 103-159)* – signed into law November 30, 1993.

**BYRNE 5% Set-Aside Funds** – The name given to the State's annual award of the portion of the Federal formula funding grant used to improve the functioning of the criminal justice system. The Byrne 5% set-aside of the State's annual award is allocated towards integrated information system projects to assist law enforcement, prosecution, courts, and corrections' organizations. This funding also supplements improvements to the computerized criminal history (CCH) system.

**CABS** - *Central Automated Bail System* - The Central Automation Bail System in Judiciary is a Statewide mainframe bail/financial processing system.

**CAD/RMS** - *Computer Aided Dispatch/Records Management System* - The NJ Division of State Police Computer Aided Dispatch/Records Management System is actually two systems seamlessly interfaced to provide continuity of entered information:

**CAD** - The Computer-Aided Dispatched portion which has automated the NJ Division of State Police dispatching processes.

**RMS** - The Records Management System which automates the NJ Division of State Police report writing processes and provides immediate access to information and statistical analysis.

**CAPS** - *Comprehensive Automated Probation System* - The Comprehensive Automated Probation System in Judiciary is a Statewide mainframe probation case tracking and fee processing system.

**CCH** - *Computerized Criminal History* - The Computerized Criminal History System is a State repository of criminal history record information made accessible to the criminal justice community via the NJCJIS. It is a fingerprint-based system administered by the NJSP that tracks criminal case history from initial arrest to disposition of said arrest. OBCIS programming automatically updates CCH to include current DOC status. A CCH report is commonly called an arrest history or "RAP Sheet".

**CCIS** - *County Correctional Information System* - The County Correctional Information System is a mainframe offender-based system accessed through AOC-TELE. It is a county administered data collection system that tracks inmates during their contact with the county jails. Data collected by CCIS includes offender identifiers, arrivals and departures, charges, bail and the detainers information as well as commitment data, discharge data and sentencing information. All 21 of the State's county jails are using CCIS.

**CJIS** - *New Jersey Criminal Justice Information System* - is a computerized message switching system which provides the criminal justice community with telecommunication functionality and access to a variety of mainframe applications developed by agencies within the State, national and international law enforcement communities. State applications accessed through this network include database files (CCH, New Jersey Master Name Index, NJWPS, NJDMV, NCIC) and telecommunications (NJLETS, NLETS).

**CMIS** - Corrections Management Information System - The NJ Department of Corrections' suite of application for Inmate Management, which utilizes state of the art technology including digitized mugshots and live scan fingerprint imaging; Inmate Electronic Medical Records; Custody Officer Scheduling; Human Resources; and Training Administration. The Inmate Management system is considered the system of record relating to inmate management. This application includes functionality for inmate intake, release and internal movements, classification, legal orders, offenses in custody, payroll, collection of fines, penalties and restitution, and calculation of parole eligibility dates.

**DOC** - The State of New Jersey Department Of Corrections.

**FACTS** - *Family Automated Case Tracking System* - Family Automated Case Tracking System in Judiciary is a case tracking/management system for all family court-related matters which also includes juvenile cases.

**FAMJAIL** - *Family Automated Case Tracking System/County Correctional Information System Interface* is an integration of *FACTS* and *CCIS*.

**FIFIS** - *Fully Integrated Fingerprint Identification System* - The FIFIS takes the AFIS and CCH to a new level. The FIFIS automates the three critical areas involving fingerprints. The first step is to electronically capture the fingerprint images. This is accomplished through live scan machines. Live scan machines ensure quality fingerprint images and accurate demographic data. This information is electronically transmitted to the NJSP. The second step is the processing of fingerprints through AFIS. During the third step the AFIS results are passed on to the CCH database where a new criminal history is built or an existing record is updated. The NJSP processes and responds to all FIFIS submissions within one hour. FIFIS is available 24 hours a day, 365 days a year. New Jersey State Police is in the final test stage of extending this processing to provide similar 'real-time' processing of Applicant Fingerprints that will automate much of the processing from Live Scan by the State contractor through the State and Federal Background Response to the submitting agency. Turnaround time on the processing of Applicant fingerprints will be reduced from weeks to hours.

**Fixed Price** - A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

**IAFIS** - *Integrated Automated Fingerprint Identification System* - The FBI has a national AFIS which contains all of the FBI's fingerprint cards in an automated database. IAFIS gives the NJSP the ability to send, search, and receive all of this information electronically.

**III** - *The Interstate Identification Index (or III)* is an NCIC application which is accessed through CJIS. It provides indexed identifiers and criminal history records of over 20 million serious criminal offenders on-line to state, national and international users. Through III, records can be obtained directly from the state identification bureaus holding the actual records. The FBI maintains records on behalf of the non-participating states.

**Live Scan** - A fingerprint image-based computer system, which electronically captures and transmits an offender's (or his/her) fingerprint information to a state repository. The NJSP is currently using the Identix Touchprint 600. Crossmatch and ILSS machines by Morpho. These units electronically capture high quality fingerprint images. The quality control software also ensures that the images are in the proper sequence. This important feature eliminates a very common error. Almost all of the demographic information is reviewed for accuracy at the workstation prior to transmission to the NJSP. This high level of quality images, editing as well as rapid transmission is the foundation for FIFIS. Currently in New Jersey there are 96 Live Scan workstations transmitting 60 percent of the criminal arrests to the NJSP and Applicant Fingerprint submissions are being phased into the Live Scan/AFIS/FIFIS process as part of a vendor implementation which will automate fingerprinting of all applicant related background submissions.



**NCHIP** - *National Criminal History Improvement Program* - This federal grant provides resources to establish the infrastructure for improving criminal history records and related systems within a state, and enhancing the quality, completeness and accessibility of the nation's criminal history records system. Federal formula grant funding provides direct awards and technical assistance to states to improve the quality and accessibility of the nation's criminal history records and records of protective orders involving domestic violence and stalking, to support the development and enhancement of state sex offender registries, and to facilitate the interstate exchange of such records through national systems.

**NCIC 2000** - *National Crime Information Center 2000* - is a mainframe offender-based system that is accessed through CJIS. It is a computerized index of documented criminal justice information available to state, national and international law enforcement professionals. The Federal Bureau of Investigation provides the host-computer systems and telecommunications lines to 50 states and 3 districts. They in turn operate their own computer systems providing access to local criminal justice agencies and regional networks. NCIC has 18 files of information, including: wanted persons, missing persons, unidentified person, foreign fugitives, U.S. Secret Service Protective, vehicles, license plates, securities, guns, boats, articles, III and ATF Violent Felons.

**NICS** – *National Instant Criminal Background Check System* – An automated system which a Federal Firearm Licensee (FFL) may contact via the Federal Bureau of Investigation or a State Point of Contact (POC) for information on whether receipt of a firearm by a person who is not licensed would violate Title 18, Section 922 (g) or (n) or state law. The purpose of NICS is to immediately provide firearms dealer with information they need to determine whether to allow or deny a firearm transfer.

**NJLETS** - *The New Jersey Law Enforcement Telecommunications System* - is accessed through the Criminal Justice Information System (CJIS). It is a computer-supported communications network linking state law enforcement telecommunications systems.

**NSOR** - *National Sexual Offender Registry* – The NSOR provides the capability for the computer equipment and the development of the capability of computerized storage and transmittal of mug shots and registration information of sexual offenders who are required to register. Additionally, it is used to develop the electronic transmission of sex offender fingerprint data to Federal Bureau of Investigation database. NSOR was called for first by Presidential Directive on June 25, 1996, and subsequently legislatively mandated as part of the Pam Lychner Sexual Offender Tracking and Identification Act of 1996. Its implementation by the FBI; began in February 1997 as an interim system, made provisions that allow a state to submit sexual offender registration data for inclusion in a subject's criminal history record. The permanent file was included among the files on NCIC 2000 as the Convicted Sexual Offender Registry File, (CSORF).

**NJWPS** - *New Jersey Wanted Persons System* - is a Statewide wanted persons file established to assist the criminal justice community perform its duties. The NJWPS provides a computerized file of accurate and timely criminal justice information on wanted persons within the State (that will not be extradited from outside of New Jersey). The NJSP operate the system and provide access to federal, state, county and local criminal justice agencies through NJCJIS.

**NJSP** – New Jersey State Police

**NLETS** - *National Law Enforcement Telecommunications System* - is a nation-wide computer supported communication network linking state, national and international law enforcement telecommunication systems.

**OBCIS** - *Offender Based Correctional Information System* - combines basic offender information from distributed DOC sources. OBCIS provides information to DOC, NJ State Parole Board, AOC, Public Defenders' Offices as well as other county, state and federal agencies. It provides on-line access to Indexed offenders (YOBN) including location and commitment status, a set of Action History (YOBA) reports for a variety of DOC purposes, (including Parole Warrant and Offender Records Unit file tracking), and a single entry transaction (YOBM) to access a multi-system report set for Objective Classification. Originally designed to locate offenders and track their histories, OBCIS also provides data through several downloads for research, budget and policy projections, analysis billing and reporting purposes. In addition, it provides summary, exception and special reports for management

**Off-Site** - A contractor designated site at which contractor personnel must be available for communication with State personnel via phone, fax, and e-mail during normal business hours, Monday-Friday, 9:00 AM to 5:00 PM Eastern Standard Time, and not located at any designated New Jersey State Facility.

**OIT** - The State of New Jersey's Office of Information Technology.

**On-Site** - Any designated New Jersey State office where contractor personnel may be assigned.

**OJC** - *Objective Jail Classification* - A method of determining the custody supervision level of offenders based on non-biased validated criteria (i.e., an offender's prior criminal history, various social factors and institutional adjustment).

**PG/JAIL** - *PROMIS/GAVEL/Jail* - An integration of PROMIS/GAVEL and CCIS

**PATS** - *Parking Authority Ticketing System* - is the Judiciary's wireless, hand-held computer system currently in use by the State's largest Parking Authorities. PATS is fully integrated with ATS (the Judiciary's Automated Traffic System) and provides parking enforcement officers with on-line access to the Statewide ATS warrant system.

**PBIS** - *Parole Board Information System* - is an in-house developed, ORACLE based information system that provides information germane to ascertaining the parole eligibility status and location of every state adjudicated inmate and parolee in or having passed through the New Jersey State Correctional System. The application consists of an automated tracking system that makes available to the user information detailing where each inmate or parolee is in the parole process. Available modules include:

- Caseload Management System for institutional parole counseling staff
- Public Notification of parole eligible inmates
- Prosecutor Notification of inmates released on parole supervision
- Community Release tracking (MAP--Halfway Back – Electronic Monitoring)
- Appeals Management
- Parole Board Decisions/Actions Management System
- Parole Certificate generation

In addition, the application has recently been deployed to all Parole District Offices. Currently, while also providing basic data (including DOC exit photographs) to the District Offices, the application has automated the parole plan investigation process. Additional functionality as detailed below, is planned for the near future:

- Supervision Caseload Management
- Treatment Management and Tracking
- Address History
- Current Photograph Uploading
- Educational/Work History
- Needs Assessment

A number of data elements provided in the PBIS application are extracted from the DOC's iTag and OBCIS systems on a nightly basis.

Finally, the system also accommodates a number of managerial functions that provide summary data across the Agency and functionality in the Human Resources and the Financial Units.

**PROMIS/GAVEL** - An automated prosecutor and criminal court management and information system, administered by AOC and accessed through AOC-TELE.

**SBI** - *State Bureau of Identification* - The State Bureau of Identification functions as the central repository for the receiving, verifying, coding, and processing of all criminal history record information, applicant submissions, and sex offender registrations received pursuant to State statutes. The State Bureau of

Identification also maintains a central drug registry for law enforcement employment pursuant to drug screening guidelines. Dissemination of criminal history record information is utilized by criminal justice agencies for criminal justice purposes and noncriminal justice agencies for licensing/employment purposes.

**TCP/IP** - *Transmission Control Protocol/Internet Protocol* -The suite of protocols originally was designed for the UNIX operating system. TCP/IP software is now available for every major kind of computer operating system including the Internet.

**Unified Law Enforcement Inquiry** – Driver inquiries by Drivers License (DL) have been expanded as the first phase of an automated inquiry to provide inquiry results from multiple systems. The existing DL check performed at a stop in the mobile environment provides returns from the State's Motor Vehicle repository, the State and federal Wanted Persons repositories and the AOC Automated Traffic System.

**Users** - Authorized criminal justice agencies equipped with the necessary hardware to access mainframe applications for information. Also sometimes referred to as end-users.

**VTC** - *Video Tele-Conferencing* - Live communication between individuals from remote sites that provides users with a synchronized, real-time audio and visual transmission.

**VAWA** – Violence Against Woman Act – A federally funded program administered in New Jersey by the Victim Witness Advocacy Unit. Each state is provided with funding to administer programs to assist women in domestic violence situations, such as providing funding to law enforcement agencies to establish domestic violence response teams.

**VCCB** - Violent Crimes Compensation Board - Oversees the development of a uniform system for recording all information necessary to ensure proper identification, tracking, collection, and disposition of money owed with regard to all assessments, restitution, and fines.

**Yوبا** – *Is an OBCIS Action History Inquiry* - The use of this Yوبا inquiry produces an offenders complete history within the OBCIS system.

**YOBM** - A transaction within OBCIS that permits the user to access the Single Entry Transaction (SET) screen. Once the screen is completed with the offender's identifying data, five criminal history reports are generated (OBCIS, CCH, Triple I, NCIC Wanted Person and PROMIS/GAVEL).

**YOBN** – A transaction within OBCIS that permits the user to inquire upon an offender's name. An exact name match will list the offender name along with his/her corresponding identifiers.

### **3.0 SCOPE OF WORK**

The scope of work consists of the following tasks:

Task 1 - Evaluation Report of the Existing State of NJ Automated CJIS Structure ([RFP Section 3.5](#))

Task 2 - (Optional) - Additional Initiatives identified in Task 1 ([RFP Section 3.7](#))

Task 3 - (Optional) - Victims of Crime Compensation Board/Fines, Penalties & Restitution Payments ([RFP Section 3.8](#))

Task 4 - (Optional) - County Jail Mug Shot Registry to the NJ State Police ([RFP Section 3.9](#))

Task 5 - (Optional) - Victim Notification System ([RFP Section 3.10](#))

Each task under this contract shall require prior written approval of the State Contract Manager. Any unauthorized work shall not be paid.

### **3.1 MANAGEMENT OF THE CONTRACT**

The State will assign a State Contract Manager, who shall be the point of contact to work with the contractor's Engagement Manager (EM). The State Contract Manager will report to the CJIS Advisory Policy Committee, which shall serve as a Quality Review Board (QRB). The QRB shall approve all initiatives including development of the Evaluation Report (Task 1) and will meet on a monthly basis (or more frequently if scheduled by the State Contract Manager). The QRB is tasked with objectively assessing progress for each initiative and making decisions regarding the approval of tasks to be assigned, changes in scope (with the approval of the Director), direction, schedule, and cost. The contractor's EM shall attend all monthly QRB, CJIS meetings (4th Monday of each month or as requested). See [RFP Section 3.13](#) (Briefings) for more information.

### **3.2 REQUIRED CONTRACTOR STAFF AND STAFF QUALIFICATIONS AND EXPERIENCE**

#### **A. Required Staff**

The contractor must provide a project team as follows:

- One (1) Engagement Manager.
- Minimum of two (2) Senior Systems Integration Consultants.
- Minimum of two (2) Strategic/Business Consultants.
- Minimum of two (2) Consultants.

Refer to [RFP Section 4.4.3.2](#) (Organization Chart - Contract Specific) and [RFP Section 4.3.3.3](#) (Resumes).

#### **B. Required Staff Qualifications and Experience**

The above listed staff must meet the qualifications and experience specified in [RFP Section 3.4](#) (Labor Skill Category Requirements), also see [RFP Section 4.4.3.3](#) (Resumes).

### **3.3 REQUIRED CONTRACTOR EXPERIENCE**

The contractor must have past experience on contracts of similar size and scope with regard to law enforcement, courts, corrections, criminal justice and/or policing see [RFP Section 4.4.3.6](#) (Experience of Bidder on Contracts of Similar Size and Scope).

### **3.4 LABOR SKILL CATEGORY REQUIREMENTS**

The following are the labor skill categories of personnel required for this contract.

#### **A. Engagement Manager**

One (1) Engagement Manager (EM) for the contractor shall be required. This individual must have at least ten (10) years experience in criminal justice planning, systems integration, and possess a track

record of successful project implementations in the criminal justice community. The EM shall have experience in police, courts, and correction environments. The EM shall work closely with the State Contract Manager to ensure that the consulting staff is made available, assuring completion of the specified deliverable/tasks on time in accordance with established quality standards.

**B. Senior Systems Integration Consultants**

The contractor shall have at least two (2) senior system integration employees available with at least six (6) years of experience in systems integration on criminal justice/judicial/law enforcement systems. This experience should include knowledge of hardware, software and network components/products to achieve complete system solutions. Expertise should include familiarity with enterprise application integration (EAI) technologies such as web-based solutions and specialized middleware products and solutions. Specific expertise should include the following disciplines:

- Enterprise Application Integration (EAI)
- Live-Scan Systems
- Data Warehousing/Data Marts
- Web Technologies
- Executive Information Systems
- Hand-Held Computing Technology
- Imaging/Scanning
- Video TeleConferencing
- Workflow Analysis

**C. Strategic/Business Consultants**

The contractor shall have at least two (2) strategic/business employees with a minimum of four (4) years experience in developing and implementing Criminal Justice Information System (CJIS) integrated master plans. Experience must include the ability to perform cost-benefit analyses, and the ability to develop technology plans that clearly articulate a business case for the proposed initiative. The strategic/business consultants should have experience in working with both client management and client operational staff to ensure that the technology being proposed meets the business needs of the specific State organization.

**D. Consultant**

The contractor shall have at least two (2) consultant personnel with a minimum of five (5) years experience in large scale IT projects in the public safety/criminal justice area. Experience should include projects that have demonstrated coordination within and among multiple public safety/criminal justice agencies utilizing database management techniques, data communication protocols, multi-programming technology, and XML technology in an integrated justice environment.

**3.5 TASK 1 – EVALUATION REPORT OF THE EXISTING STATE OF NJ AUTOMATED CJIS STRUCTURE**

The first task (Task 1) that the contractor shall complete is a thorough evaluation of the existing State of New Jersey automated Criminal Justice Information Systems (CJIS). Task 1 shall be accomplished within 90 working days from the contract award date.

**3.5.1 PRELIMINARY PROJECT RESOURCE AND PROJECT SCHEDULE REPORT**

The contractor shall prepare a Preliminary Project Resource and Project Schedule Report that shall include the following:

- Identification of the State resources needed to complete the evaluation report.
- Identification of contractor resources, i.e. specific personnel to be assigned to complete this task.
- Projected Project Schedule with milestones to complete the evaluation report.

This report must be submitted to the State Contract Manager within ten (10) business days following contract award.

The cost for this report shall be part of the firm fixed cost of Line Number 1 of Price Schedule (Firm Fixed Price for Evaluation and Benchmarking of New Jersey Criminal Justice System). See [Attachment 5](#).

### **3.5.2 PROJECT KICKOFF MEETING**

The contractor must attend a project kickoff meeting with the CJIS Advisory Policy Committee and the State Contract Manager. The meeting will take place at the Justice Complex in Trenton, NJ. The meeting will be scheduled following the submission of the Preliminary Project Resource and Project Schedule Report as defined in [RFP Section 3.4.1](#). The contractor's entire project team must attend the kickoff meeting. The contractor shall present the Preliminary Project Resource and Project Schedule Report for discussion and modification.

The cost for the project kickoff meeting shall be part of the firm fixed cost of Line Number 1 of Price Schedule (Firm Fixed Price for Evaluation and Benchmarking of New Jersey Criminal Justice System). See [Attachment 5](#).

### **3.5.3 FINAL PROJECT RESOURCE, PROJECT SCHEDULE AND COST REPORT**

Following the project kickoff meeting, the contractor shall prepare a Final Project Resource and Project Schedule Report. This final report shall be modified to reflect any changes based on the discussions of the kickoff meeting.

This report shall include the following items:

- Identification of the State resources needed to complete the evaluation report.
- Identification of contractor resources, i.e. specific personnel to be assigned to complete the task.
- Projected Project Schedule with milestones to complete the Evaluation Report.

The contractor shall submit the Final Project Resource and Project Schedule Report within ten (10) business days following the Project Kickoff Meeting.

The cost for this report shall be part of the firm fixed cost of Line Number 1 of Price Schedule (Firm Fixed Price for Evaluation and Benchmarking of New Jersey Criminal Justice System). See [Attachment 5](#).

### **3.5.4 EVALUATION REPORT**

#### **3.5.4.1 EVALUATION REPORT - GENERAL REQUIREMENTS**

As part of the evaluation report, the contractor shall provide a description of each component of the State's Criminal Justice Systems, their major MIS and the recommended initiatives within each component along with justification, impact statement on the using agencies, projected benefits, estimated costs, and time frames.

Consideration must be given to initiatives and technology solutions that can be applied across agencies and/or branches of government. The contractor shall:

- Identify known problems, inefficiencies, gaps and redundancies.
- Document duplicate data entry and data collection.
- Identify opportunities for automation to replace manual paper intensive operations. Additionally, provide estimated costs for automation opportunities.
- Evaluate the flow of information between all CJIS operations from arrest to incarceration to parole / release.

Through this process, the contractor shall identify where data is needed and currently unavailable. The intent is to build upon the successes of the CJIS Advisory Policy Committee in improving the integration and cooperative agreement of the various agencies, departments and branches of government tasked with managing the record keeping functions of the criminal justice community. The scope of this effort will be limited to State departments and agencies that are members of the CJIS Advisory Policy Committee. It is not the intent of this RFP to assess and document county, municipal and/or local justice systems. If

however, during the course of this contract the contractor identifies areas of opportunity that impact county, municipal or local government, the contractor shall make that impact known.

The contractor shall become familiar with the departments/agencies existing CJIS automated systems listed below as they relate to their various interfaces to each other. The definition of each CJIS automated systems are located in [RFP Section 2.2](#) (Contract-Specific Definitions).

#### **A. ADMINISTRATIVE OFFICE OF THE COURTS (AOC)**

- ACS - Automated Complaint System
- ATS - Automated Traffic
- CAPS - Comprehensive Automated Probation System
- CCIS - County Correctional Information System
- FACTS - Family Automated Case Tracking
- FAMJAIL - Family Automated Court Tracking System/County Correctional Information System
- PG/JAIL- PROMIS/GAVEL/Jail
- PROMIS/GAVEL

#### **B. DEPARTMENT OF LAW AND PUBLIC SAFETY, NJSP**

- AFIS - Automated Fingerprint Identification System
- CAD/RMS - Computer Aided Dispatch/Records
- FIFIS - Fully Integrated Fingerprint Identification
- CCH - Computerized Criminal History
- NICS - National Instant Criminal Background Check
- NJCJIS - New Jersey Criminal Justice Information System
- NJLETS - New Jersey Law Enforcement
- NJWPS - New Jersey Wanted Persons System
- NLETS - National Law Enforcement Telecommunications
- NSOR - National Sex Offender Registry
- SBI - State Bureau of Identification

#### **D. DEPARTMENT OF CORRECTIONS**

- CMIS – Corrections Management Information System
- OBCIS - Offender Based Correctional

#### **E. NEW JERSEY PAROLE BOARD**

- PBIS – Parole Board Information System

### **3.5.4.2 EVALUATION REPORT - DATA WORKFLOW ANALYSIS**

As part of the Evaluation Report, the contractor shall create a complete workflow delineating how data moves from one system to another (process flow and data flow). These workflows should be accompanied by a matrix that identifies each major component of the existing New Jersey CJIS system and identify the missing links, i.e.; what is needed to improve the flow and provide a more complete and integrated CJIS system. Identify missing modules and include, where appropriate, technological tools that could be utilized to bridge these problems.

### **3.5.4.3 EVALUATION REPORT - EXISTING CJIS STRUCTURE**

As part of Evaluation Report, the contractor shall document its findings on each department /system that was evaluated.

The contractor shall provide an overall assessment of the degree of integration and information exchange currently in place. Based on that assessment the CJIS Advisory Policy Committee will require a development plan of initiatives to improve the flow of criminal justice data; identify standards where applicable; identify appropriate technological approaches; prioritize initiatives including milestones; and

detail supporting cost benefit information. The contractor shall, using the Evaluation Report as a framework, develop a list of proposed initiatives to be undertaken; determine the feasibility of implementing these initiatives; and develop an estimated cost to implement each initiative. The initiatives should be prioritized and documented for presentation to the CJIS Advisory Policy Committee. The goal is to identify key criminal justice issues that warrant a comprehensive, statewide approval/solution, and to improve upon New Jersey's development of integrated criminal justice systems.

### **3.5.5 TASK 1 - EVALUATION REPORT DELIVERABLE**

#### **A. Delivery of Evaluation Report**

Task 1 - Evaluation Report shall be delivered to the State Contract Manager within the time frame agreed upon in [RFP Section 3.5.3](#) (Final Project Resource, Project Schedule and Cost Report).

The evaluation report shall contain all of the elements required under [RFP Section 3.5.4](#) (Evaluation Report). See [RFP Section 3.14](#) (Deliverable Requirements) for deliverable format information.

#### **B. Oral Presentation of Evaluation Report**

Subsequent to the submission of the Evaluation Report, the contractor shall present the Evaluation Report findings to the CJIS Advisory Policy Committee at its next scheduled monthly CJIS meeting.

The contractor shall highlight their assessment of each of the existing CJIS systems; summarize conclusions and the overall level of integration that exists today.

#### **C. Payment for Evaluation Report**

The cost for the evaluation report and oral presentation of the evaluation report shall be part of the firm fixed cost of Line Number 1 of Price Schedule (Fixed Price for Evaluation and Benchmarking of New Jersey Criminal Justice System). See [Attachment 5](#) (Price Schedule). The State shall pay 50% of the fixed price (Line Item 1 from Price Schedule) upon receipt of the report and pay the remaining 50% upon approval of the report. Task 1 shall not be subject to the retainage provision of [RFP Section 5.17](#).

### **3.6 ENGAGEMENT PROCEDURE FOR OPTIONAL TASKS**

Subsequent to the completion of Task 1, the following tasks may be required to be performed, at the option of the State.

Task 2 - Additional Initiatives identified in Task 1 Evaluation Report ([RFP Section 3.7](#))

Task 3 - Victims of Crime Compensation Board/Fines, Penalties & Restitution Payments ([RFP Section 3.8](#))

Task 4 - County Jail Mug Shot Registry to the NJ State Police ([RFP Section 3.9](#))

Task 5 - Victim Notification System ([RFP Section 3.10](#))

#### **A. State Notification to the Contractor to Initiate Additional Tasks**

The State Contract Manager shall, in writing, (via e-mail), request that the contractor provide a proposal to perform the requested optional task.

#### **B. Contractor Proposal for Additional Tasks**

The contractor shall prepare a proposal to perform additional tasks. The contractor's proposal must follow the instructions set forth by the State concerning the content and timing of the response. The contractor's proposal should be e-mailed to the State Contract Manager.

The proposal should contain, at least, the following information:

- The purpose and intent of the requested task.
- Description of the problem to be addressed.
- Outline of anticipated subtasks.
- Proposed schedule to complete the task.



- State resources needed to complete the task.
- The personnel to be assigned to work on the task.
- The cost to fully complete the task based on labor skill categories ([RFP Section 3.4](#), Labor Skill Category Requirements), estimated hours for each labor skill category and the contractors applicable rates from [Attachment 5](#) (Price Schedule). \*
- Schedule of Deliverables.
- Any other information deemed necessary by the State.

\* Be advised, that when accepted by the State, these estimates of the hours per skill title shall not be exceeded without a change in the scope of work for the task. In the event that the maximum number of hours per skill title are exceeded without a change in the scope of work, the contractor shall not be entitled to additional compensation.

### C. Task Engagement

Subsequent to the submission of all information by the contractor for an optional task, the State will review the submittal for completeness. The State Contract Manager will inform the contractor, in writing, via e-mail, of any missing information. When all required information is in receipt, one of the following engagement scenarios shall occur:

#### 1. Engagement Scenario 1

The State's will review the complete submission. If it is acceptable, including the price proposal, the contractor will be engaged to perform the task.

#### 2. Engagement Scenario 2

The State will review the complete submission. If it is not acceptable, the State Contract Manager will contact the contractor and discuss modifications to the contractors initial proposal that will make it acceptable to the State. The discussions may include adjusting the mix and amount of hours for each labor skill category including the amount of on-site and off-site work (see [Attachment 5](#), Price Schedule, Bid Items 2-8). The maximum amount of time to agree on the modifications shall be five (5) business days. The State Contract Manager may extend this time frame at his or her discretion.

Subsequent to an oral agreement on modifications to contractor's initial proposal, the contractor shall submit a revised proposal to the State Contract Manager. If the revised contractor's proposal is acceptable, the contractor will be engaged to perform the task.

#### 3. Engagement Scenario 3

In the event that the State and the contractor cannot agree on the mix and/or amount of hours for each skill title including the amount of on-site and off-site work, as discussed in Engagement Scenario 2, the State shall establish the maximum number of hours for each labor skill category and the hours for on-site and off-site work. In this scenario, any hours required above this maximum **must** be justified **in writing** to the State Contract Manager **prior to** any additional work effort. The contractor shall be compensated for the approved extra hours at the appropriate contract rates. Any hours worked in excess of the approved maximum amount for each skill title, without **prior written approval** of the State Contract Manager, **shall not** be compensated.

### D. Task Cost and Payment

The "total cost" to perform an optional task shall be a "not to exceed" price.

In regard to engagement scenarios 1 and 2 above, in the event the maximum number of hours per labor skill category is exceeded without a change in the scope of work, the contractor **shall not** be entitled to additional compensation. Any hours required above this maximum (due to a change in the scope of work) **must** be justified **in advance** by the contractor and approved **in writing** by the State **prior to** any additional work effort.

A Purchase Order shall serve as formal authorization to begin services for an optional task. The Purchase Order shall be issued as a contract release order by the agency.

For optional Task 2, the State shall pay invoices on a monthly basis, subject to the retainage provision of [RFP Section 5.17](#). For optional Tasks 3 - 5, the State shall pay the full amount for each deliverable. However, these tasks will also be subject to the retainage provision of [RFP Section 5.17](#).

### **3.7 OPTIONAL TASK 2 - ADDITIONAL INITIATIVES IDENTIFIED IN TASK 1**

At the option of the State, the contractor shall also act as an engagement manager for initiatives identified in the Evaluation Report. The State Contract Manager will assign specific work tasks to the contractor. The contractor cannot bid on subsequent work if the contractor participates in the development of requirements for the subsequent work effort. The contractor shall identify those areas that need further review. With direction from the State Contract Manager, the contractor shall perform an analysis and develop a project plan. Once approval has been granted, the contractor shall develop the requirements for the system or recommended system modifications. The State may then either implement the changes or engage an outside contractor to perform the implementation. The contractor may be tasked with project monitoring and oversight.

### **3.8 OPTIONAL TASK 3 - VICTIMS OF CRIME COMPENSATION BOARD/FINES, PENALTIES & RESTITUTION PAYMENTS**

Victims of Crime Compensation Board (VCCB) - pursuant to section 19 of P.L. 1991 c. 329 is tasked with the development of a uniform system for recording all information necessary to ensure proper identification, tracking, collection, and disposition of money owed with regard to all assessments, restitution, and fines.

The VCCB can use the monies deposited in the Criminal Disposition and Revenue Collection Fund (CDRCF) to defray the costs incurred for developing, implementing, operating, and improving the Boards component of the uniform system for tracking and collection revenues described above.

At this time, the technological capabilities of the various State criminal justice agencies are at a level that would make the development of the uniform system for tracking and collecting revenues attainable.

At the option of the State the contractor shall provide a study of the current manual collection and tracking procedures in place for all fines, penalties and restitution payments statutorily imposed or court ordered at the Administrative Office of the Courts, Department of Corrections, Juvenile Justice Commission, and the Victims of Crime Compensation Board. The study should identify the technology available for interfacing the various State agencies to each other for tracking and collecting revenues. The study shall contain recommendations for implementing an automated system for the various State agencies in conjunction with each other and/or through continued efforts of the CJIS Advisory Committee

### **3.9 OPTIONAL TASK 4 - COUNTY JAIL MUG SHOT REGISTRY TO THE NEW JERSEY STATE POLICE**

The county correctional information system (CCIS) does not have an imaging or digitized photograph (mug shot) capability. Similarly, the CCIS system does not include an electronic interface with "live scan" or card reader systems for the electronic transfer of digitized fingerprints. The New Jersey Wardens' Association and CCIS policy board have expressed an interest in developing a digitized photo and electronic fingerprint capability that is linked to the NJ State Police central registry. This imaging software would provide for the capture, processing and electronic transfer of photos and prints from the CCIS system to the NJ State police central registry.

At the option of the State, the contractor shall interview representatives of the Wardens' Association and the CCIS policy board to develop recommendations for a Statewide mug shot and fingerprint capability as part of the CCIS system.

### **3.10 OPTIONAL TASK 5 - VICTIM NOTIFICATION SYSTEM**

At the option of the State, the contractor shall study and recommend solutions for establishing a program whereby victims of county jail offenders and State-sentenced inmates will be notified by phone or hard copy of the offender's pending release with a systematic and uniform database including the victim's address, phone

number, and notification attempts. The study shall determine the extent of utilization of victim notification systems in the state jails and prisons, as well as potential software systems, which could be modified to work in New Jersey.

### **3.11 ADDITIONAL MEETINGS FOR OPTIONAL TASKS 2 - 5**

The Engagement Manager, as well as any other staff deemed appropriate, shall be required to attend additional meetings when necessary to discuss subsequent tasks.

All costs for additional meeting shall be included as part of the contractor's overall proposal for each separate optional task, see [RFP Section 3.6](#) (Engagement Procedure for Optional Tasks).

### **3.12 MONTHLY STATUS REPORTS**

Monthly contractor status reports shall be prepared and electronically forwarded to the CJIS Advisory Committee administrative assistant within seven (7) working days prior to the monthly meetings which will be included as part of the monthly material provided to the CJIS Advisory Committee members.

All costs for monthly status reports shall be contained within the contractor's rates in [Attachment 5](#), (Price Schedule).

### **3.13 BRIEFINGS**

The Engagement Manager shall attend each monthly CJIS Advisory Policy Committee meeting held during the term of this contract. For planning purposes these meetings are normally held on the fourth Monday of every month from 9:00 AM to 12:00 Noon. These meetings are held at the R.J. Hughes Justice Complex, Trenton, New Jersey.

All costs for briefings shall be contained within the contractor's rates in [Attachment 5](#), (Price Schedule).

### **3.14 DELIVERABLE REQUIREMENTS**

All deliverables shall be submitted on CD ROM, formatted in Word 98 or later version and Excel 98 or later version. The contractor shall also submit five (5) paper copies of each deliverable.

All costs for deliverables shall be contained within the contractor's rates in [Attachment 5](#), (Price Schedule).

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

### **4.2 PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **The exterior of all bid response packages must be labeled with the bid identification number, final bid opening date and the buyer's name.** All of this information is set forth at the top of the RFP cover sheet.

### **4.3 NUMBER OF BID PROPOSAL COPIES**

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **eight (8) full, complete and exact copies** of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State to produce the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### **4.4 PROPOSAL CONTENT**

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Cost Proposal (Section 4.4.4)

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

TAB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
1	Forms	<a href="#">Cover sheet</a>	Completed and signed cover sheet (Page 3 of this RFP)
		<a href="#">4.4.1.1</a>	Ownership Disclosure Form ( <a href="#">Attachment 1</a> )
		<a href="#">4.4.1.2</a>	MacBride Principles Certification ( <a href="#">Attachment 2</a> )
		<a href="#">4.4.1.3</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> )
		<a href="#">4.4.1.4</a>	Notice of Intent to Subcontract Form and Subcontractor Utilization Plan ( <a href="#">Attachment 4</a> )
		<a href="#">1.1 of the Standard Terms &amp; Conditions</a>	Business Registration from Division of Revenue
2	Technical Proposal	<a href="#">4.4.2.1</a>	Management Overview
		<a href="#">4.4.2.2</a>	Contract Management
		<a href="#">4.4.2.3</a>	Contract Schedule
		<a href="#">4.4.2.4</a>	Potential Problems
3	Organizational Support and Experience Proposal	<a href="#">4.4.3.1</a>	Location
		<a href="#">4.4.3.2</a>	Organization Chart (Contract Specific)
		<a href="#">4.4.3.3</a>	Resumes
		<a href="#">4.4.3.4</a>	Backup Staff
		<a href="#">4.4.3.5</a>	Organization Chart (Entire Firm)
		<a href="#">4.4.3.6</a>	Experience of Bidder on Contracts of Similar Size and Scope
		<a href="#">4.4.3.7</a>	Financial Capability of the Bidder
		<a href="#">4.4.3.8</a>	Subcontractor(s)
4	Cost Proposal	<a href="#">4.4.4</a>	Price Schedule ( <a href="#">Attachment 5</a> )

#### 4.4.1 SECTION 1 – FORMS

##### 4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of the contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

##### 4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

##### 4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

#### **4.4.1.4 SET ASIDE CONTRACTS**

This is a contract with set-aside subcontracting goals. All bidders must include in their bid proposal a completed and signed "Notice of Intent to Subcontract Form" ([Attachment 4](#)). Failure to do so will be sufficient cause to reject a bidder's bid proposal as non-responsive.

Bidders intending to utilize subcontractors must also include a completed and signed "Subcontractor Utilization Plan Form" ([Attachment 4](#)). Failure to do so will be sufficient cause to reject a bidder's bid proposal as non-responsive.

If the bidder chooses to subcontract and does not meet the goals for the use of New Jersey based, certified, MBE/WBE firms, the bidder should document its good faith efforts to meet the subcontracting goals as follows:

1. Attempt to locate eligible businesses appropriate to the solicitation.
2. Request a listing of minority-owned and woman-owned businesses from Commerce.
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts.
4. Provide all potential subcontractors with detailed information regarding the specifications.
5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes.
6. Obtain, in writing, the consent of the subcontractor to use its name in response to the solicitation.
7. Maintain adequate records documenting efforts to meet the set-aside subcontracting goals.
8. Documentation of the bidder's good faith effort to meet the goals of the set-aside subcontractor requirement in sufficient detail to permit the evaluation committee to effectively assess the bidder's effort to comply if the bidder has failed to attain the statutory goals.

#### **4.4.1.5 BID BOND**

Not Required.

### **4.4.2 SECTION 2 - TECHNICAL PROPOSAL**

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

#### **4.4.2.1 MANAGEMENT OVERVIEW**

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

#### **4.4.2.2 CONTRACT MANAGEMENT**

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

#### **4.4.2.3 CONTRACT SCHEDULE**

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

#### **4.4.2.4 POTENTIAL PROBLEMS**

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

### **4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE**

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

#### **4.4.3.1 LOCATION**

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

#### **4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)**

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-contractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

Refer to [RFP Section 3.2](#) (Required Contractor Staff & Staff Qualifications and Experience) for minimum staffing requirements.

#### **4.4.3.3 RESUMES**

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

Refer to [RFP Section 3.2](#) (Required Contractor Staff & Staff Qualifications and Experience) for minimum staffing requirements.

#### **4.4.3.4 BACKUP STAFF**

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.



In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

#### **4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)**

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

#### **4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE**

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

Refer to [RFP Section 3.3](#) (Required Contractor Experience) for more information.

#### **4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER**

The bidder should provide proof its financial capacity and capabilities to undertake and successfully complete the contract. A certified financial statement for the most recent fiscal year and current bank reference(s) are acceptable.

#### **4.4.3.8 SUBCONTRACTOR(S)**

- A. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- B. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- C. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- D. The bidder should provide documented experience demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

#### **4.4.4 SECTION 4 - COST PROPOSAL**

The bidder must submit all requested pricing information. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

The price schedule is attached as [Attachment 5](#) to this RFP.



## **5.0 CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS**

The contract shall consist of this RFP, Addendum to this RFP and the vendor's bid proposal, and the State's Notice of Acceptance.

Unless specifically noted within this RFP, the Standard Terms and Conditions, attached as [Appendix 1](#), take precedence over the Contractual Terms and Conditions.

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

### **5.2 PERFORMANCE BOND**

Performance Bond not required.

### **5.3 BUSINESS REGISTRATION**

See Standard Terms & Conditions, [Section 1.1](#).

### **5.4 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of one (1) year. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

### **5.5 CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

### **5.6 AVAILABILITY OF FUNDS**

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

### **5.7 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

## **5.8 CONTRACTOR RESPONSIBILITIES**

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

## **5.9 SUBSTITUTION OF STAFF**

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

## **5.10 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

## **5.11 OWNERSHIP OF MATERIAL**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a

result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered “work for hire”, i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

## **5.12 DATA CONFIDENTIALITY**

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor’s charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor’s suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

### **5.12.1 DATA CONFIDENTIALITY - CONTRACT SPECIFIC**

The contractor and its agents must guarantee the security and confidentiality of all data, information, working papers and other documents related to the contract. Any use, sale or offering of this data in any form by the contractor, its employees or assignees will be considered in violation of this contract and will cause said infraction to be reported to the State Attorney General for possible prosecution. Penalties for violations of such guarantees will include, but are not limited to, cancellation of contract and/or legal action with no damages paid by the State.

Each contractor employee and agent employee assigned to the project must execute the Confidentiality Agreement contained in [Supplement 1](#). The contractor and/or its agents’ employees assigned to work pursuant to the contract resulting from this RFP may be required to submit to a background check.

## **5.13 NEWS RELEASES**

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

## **5.14 ADVERTISING**

The contractor shall not use the State’s name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

## **5.15 LICENSES AND PERMITS**

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

## **5.16 CLAIMS AND REMEDIES**

### **5.16.1 CLAIMS**

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

### **5.16.2 REMEDIES**

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

## **5.17 RETAINAGE**

The amount of retainage is noted on the RFP cover sheet. The Using Agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the Using Agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed, the balance of the retainage shall be released to the contractor.

## **5.18 STATE'S OPTION TO REDUCE SCOPE OF WORK**

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

## **5.19 SUSPENSION OF WORK**

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

## **5.20 CHANGE IN LAW**

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

## **5.21 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

## **5.22 FORM OF COMPENSATION AND PAYMENT**

This Section supplements Section 4.5 of the RFP'S Standard Terms and Conditions. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

## **5.23 YEAR 2000 COMPLIANCE**

The following requirements will be part of all contracts resulting from the bid proposal submitted in response to this RFP.

### **5.23.1 DEFINITIONS SPECIFIC TO YEAR 2000**

Date Data - Shall mean any data or input which includes an indication of or reference to date.

Four Digit Year Format - format that allows entry or processing of four-digit year date: the first two digits will designate the century and the second two digits shall designate the year within the century. As example, 1996 shall mean 96th year of the 20th century.

Leap Year - The year during which an extra day is added in February (February 29th). Leap Year occurs in all years divisible by 400 or evenly divisible by 4 and not evenly divisible by 100. For example, 1996 is a Leap Year since it is divisible by 4 and not evenly divisible by 100. 2000 is Leap Year since it is divisible by 400.

Year 2000 Compliant - The data outside the range of 1990-1999 will be correctly processed, either on-line or batch processing, in any level of computer hardware or software including, but not limited to, microcode, firmware, application programs, files and databases.

Products - Include, but are not limited to, any hardware, software, firmware, microcode or integrated systems developed, customized, supplied or supported by the contractor.

A. Contractor represents and warrants that all hardware and software products (Products) and/or integrated data processing systems which are supplied to the State by the contractor under this agreement are designed and intended to be used prior to, during, and after the calendar year 2000. Contractor further represents and warrants that all such Products and/or integrated data processing systems individually and in combination, will operate during each such time period without error relating to date data, specifically including, but not limited to any error resulting from, relating to, or the product of, date data which represents or references different centuries or more than one century and any errors resulting from or relating to calculations, processing or sequencing employing date data.

Contractor further represents and warrants that none of the Products and/or integrated data processing systems uses proprietary table calculations in resolving year 2000 date data values.

- B. Without limiting the foregoing in any manner, contractor further represents and warrants:
- C. That the Products and/or integrated data processing systems will not abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data which represents or references different centuries or more than one century.
- D. That the Products and/or integrated data processing systems have been designed to ensure year 2000 compatibility, including, but not limited to, date data century recognition, calculations which accommodate same century and multi-century formulas and date values, date data century display formats and date data interface values that reflect the century.
- E. That the Products and/or integrated data processing systems include "year 2000 capabilities." For the purpose of this Agreement, "year 2000 capabilities" means the Products and/or integrated data processing systems:
- F. That the Products and/or integrated data processing systems will manage and manipulate data involving dates, including single century formulas and multi-century formulas, and will not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and that the Products and/or integrated data processing systems shall provide that all date-related data interface functionality, including the indication of century performance as indicated above.
- G. That the Products and/or integrated data processing systems design and performance adhere to ISO 8601 and FIPS 4-1 standard.
- H. Year 2000 Compliance Performance Warranty

Contractor further warrants and represents that the Products and or integrated data processing systems are and will continue to be year 2000 compliant. All date processing by the Products will include Four Digit Year Format and recognize and correctly process dates for Leap Year and that processing or calculations involving Leap Year will not result in software, firmware or hardware failure. Additionally, all date sorting or sequencing by the Products that includes a "year category" shall be done based on the Four Digit Year Format code.

I. Year 2000 Warranties

Contractor represents and warrants that:

- The Products and/or integrated data processing systems will function without error or interruption related to Date Data, specifically including errors or interruptions from functions which may involve Date Data from more than one century;
- The Products and/or integrated data processing systems require that all Date Data (whether received from users, systems, applications, or other sources) include an indication of century in each instance;
- All date output and results, in any form, shall include an indication of century in each instance.

J. Remedies for Non-Compliance of Year 2000 Compliance Warranty

Contractor agrees to pay liquidated damages in the amount of \$200.00 per day for each day the Products and/or integrated data processing systems fail to maintain and uphold the Year 2000 Compliance Performance

Warranty described.

The foregoing is in addition to the other representations and warranties set forth herein.

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 EVALUATION CRITERIA**

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

#### **6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP**

- A. The bidder's general approach and plans in meeting the requirements of this RFP.
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

#### **6.3.2 THE BIDDER'S COST PROPOSAL**

For evaluation purposes, bidders will be ranked according to the total bid price in [Attachment 5](#) (Sum of Line Items 1 - 8).

#### **6.4 CONTRACT AWARD**

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.



## **7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES**

**ATTACHMENTS** - To be submitted with bid proposal.

1. Ownership Disclosure Form
2. MacBride Principles Form
3. Affirmative Action Supplement Forms
4. Subcontractor Set Aside Forms
5. Price Schedule
6. Reciprocity Form (*Optional*)

**SUPPLEMENTS** - To be submitted by award winning bidder.

1. Confidentiality Agreement

**APPENDICES**

1. New Jersey Standard Terms and Conditions
2. Set-Off for State Tax Notice

# ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

## OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
STATE OF NEW JERSEY  
33 W. STATE ST., 9TH FLOOR  
PO BOX 230  
TRENTON, NEW JERSEY 08625-0230

BID NUMBER: 04-X-35654

BIDDER: \_\_\_\_\_  
\_\_\_\_\_

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

### COMPLETE ALL QUESTIONS BELOW

- |  | <u>YES</u> | <u>NO</u> |
|--|------------|-----------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above?<br><i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>   | _____      | _____     |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance.)</i>   | _____      | _____     |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? <i>(If yes, attach a detailed explanation for each instance.)</i>   | _____      | _____     |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance.)</i>   | _____      | _____     |
| 5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes, attach a detailed explanation for each instance.)</i> | _____      | _____     |

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: \_\_\_\_\_

(Signature)

Address: \_\_\_\_\_

PRINT OR TYPE: \_\_\_\_\_ (Name)

PRINT OR TYPE: \_\_\_\_\_ (Title)

FEIN/SSN#: \_\_\_\_\_

Date \_\_\_\_\_

## **ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM**

### **NOTICE TO ALL BIDDERS** **REQUIREMENT TO PROVIDE A CERTIFICATION** **IN COMPLIANCE WITH MACBRIDE PRINCIPLES** **AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

\_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

\_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
**Signature of Bidder**

\_\_\_\_\_  
**Name (Type or Print)**

\_\_\_\_\_  
**Title Name (Type or Print)**

\_\_\_\_\_  
**Name of Company Name (Type or Print)**

\_\_\_\_\_  
**Date**

## **ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT**

<b>AFFIRMATIVE ACTION</b> DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b> BID NUMBER: 04-X-35654  NAME OF BIDDER: _____
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**SUPPLEMENT TO BID SPECIFICATIONS**

**DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:**

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

**\* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

**PLEASE CHECK APPROPRIATE BOX (ONE ONLY)**

☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).

☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).

☐ I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

# INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

**Item 1** - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",

or

If your business is such that you have not, or will not receive a Federal Employer Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

**Item 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**Item 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**Item 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**Item 5** - Enter the physical location of the company, include City, County, State and Zip Code.

**Item 6** - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**Item 7** - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

**Item 8** - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

**Item 9** - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

**Item 10** - Enter the total number of employees at the establishment being awarded the contract.

**Item 11** - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

**Item 12** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

**Item 13** - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**Item 14** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**Item 15** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**Item 16** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**Item 17** - Print or type the name of the person completing this form. Include the signature, title and date.

**Item 18** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**State of New Jersey**

**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY      STATE      ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY      STATE      ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. : [      ]		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: [      ]		
11. PUBLIC AGENCY AWARDDING CONTRACT:		CITY      STATE      ZIP CODE

**OFFICIAL USE ONLY**

<b>DATE RECEIVED</b>		<b>OUT OF STATE PERCENTAGES</b>	<b>ASSIGNED CERTIFICATION NUMBER</b>
MO/DAY/YR	COUNTY	MINORITY      FEMALE	

**SECTION B - EMPLOYMENT DATA**

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTAL</b>											
Total employment from Previous Report (if any)											

The data below shall NOT be included in the request for the categories above.

Temporary and Part-time Employees									
13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)				15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO			16. IF NO, DATE OF LAST REPORT SUBMITTED   MO.   DAY   YEAR		
14. DATES OF PAYROLL PERIOD USED									

**SECTION C - SIGNATURE AND IDENTIFICATION**

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)(?CONTRACTOR EEO OFFICER	SIGNATURE	TITLE	MO.   DAY   YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE)      PHONE (AREA CODE, NO. & EXTENSION)

**FORM AA302**

## **ATTACHMENT 4 - SUBCONTRACTOR SET ASIDE FORMS**

### **NOTICE TO ALL BIDDERS**

### **NOTICE OF INTENT TO SUBCONTRACT FORM**

### **SUBCONTRACTOR UTILIZATION PLAN FORM**

## **PROCEDURES FOR MINORITY-OWNED AND WOMAN-OWNED BUSINESS PARTICIPATION AS SUBCONTRACTORS**

The contract(s) to be awarded as a result of this solicitation will include minority-owned and woman owned business subcontracting goals pursuant to NJAC 17:13-4.1(a) 2. Each bidder is required to make a good faith effort to meet the set-aside subcontracting goals of awarding seven percent (7%) and three percent (3%) respectively, of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission (Commerce)-certified or – Certifiable minority-owned and woman-owned businesses. Bidders must respond to this requirement by completing the *Notice of Intent to Subcontract* form. Failure to include a completed and signed *Notice of Intent to Subcontract* form will be sufficient cause to reject a bidder's proposal as non-responsive.

Any bidder intending to subcontract must complete the *Subcontractor Utilization Plan (Plan)*. Bidders are instructed to list **all** proposed subcontractors on the *Plan*. A bidder intending to subcontract must include a completed and signed *Plan* or be subject to rejection of its proposal as non-responsive.

### **DEFINITIONS:**

"New Jersey-based business" means a business that has its principal place of business located in the State of New Jersey.

"Minority-owned business" means a business that is independently owned and operated and at least 51 percent (51%) of which is owned and controlled by a person/persons who is/are African American, Latino or Asian American.

"Woman-owned business" means a business that is independently owned and operated and at least 51 percent (51%) of which is owned and controlled by a woman or women.

"Commerce-certified or –certifiable" means a business that meets the requirements and definitions of *minority-owned and/or woman-owned* business and has been certified as such or can become certified as such by Commerce. A certification document is issued by Commerce to certified businesses.

"Eligible" means a Commerce-certified or –certifiable minority-owned or woman-owned business that has its principal place of business located in the State of New Jersey.

### **PROCEDURE:**

If a bidder intends to subcontract with eligible businesses, the following actions should be taken to achieve set-aside subcontracting goal requirements:

1. Attempt to locate eligible businesses appropriate to the solicitation;
2. Request a listing of minority-owned and woman-owned businesses from Commerce;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;

## **PROCEDURE, continued:**

4. Provide all potential subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
6. Obtain, in writing, the consent of the subcontractor to use its name in response to the solicitation; and,
7. Maintain adequate records documenting efforts to meet the set-aside subcontracting goals.

Additionally, if awarded the contract, the bidder shall notify each subcontractor listed in the *Plan*, in writing.

Proposals should also contain the following items with the *Plan*, as applicable:

1. A copy of Commerce's proof of certification for each minority-owned and /or woman-owned business proposed as a subcontractor, or proof that the business has applied for Commerce certification; and,
2. Documentation of the bidder's good faith effort to meet the goals of the set-aside subcontractor requirement in sufficient detail to permit the evaluation committee to effectively assess the bidder's effort to comply if the bidder has failed to attain the statutory goals.

The Division of Purchase and Property may review at any time the subcontracting efforts of the conforming bidders to determine if they have either achieved the set-aside subcontracting goal requirement or engaged in good faith efforts.

Bidders seeking eligible businesses and/or certification of minority-owned and/or woman-owned businesses should contact:

New Jersey Commerce and Economic Growth Commission  
Office of Small Business  
20 West State Street  
PO Box 820  
Trenton, New Jersey 08625-0820

Telephone: (609) 292-2146

Each bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the bidder's compliance with NJAC 17:13-1.1 et seq., and this *Notice to All Bidders*.



## **REQUIRED SUBMISSION**

### **STATE OF NEW JERSEY** **DIVISION OF PURCHASE AND PROPERTY (DPP)** **NOTICE OF INTENT TO SUBCONTRACT FORM**

THIS ***NOTICE OF INTENT TO SUBCONTRACT*** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTING OF THE BID AS NON-RESPONSIVE.

<b>DPP Solicitation Number:</b>	<b>DPP Solicitation Title:</b>
<b>Bidder's Name and Address:</b>	

#### **INSTRUCTIONS:** PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

☐ If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED ***SUBCONTRACTOR UTILIZATION PLAN*** WITH THEIR BID PROPOSALS.

☐ If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.  
ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, I will submit the ***Subcontractor Utilization Plan (Plan)*** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attaché to the ***Plan*** documentation of such efforts in accordance with NJAC 17:13-4 and the ***Notice to All Bidders***.

PRINCIPAL OF FIRM

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## REQUIRED SUBMISSION

STATE OF NEW JERSEY • DIVISION OF PURCHASE AND PROPERTY (DPP) <b>SUBCONTRACTOR UTILIZATION PLAN</b> (REFERENCED IN THE SOLICITATION TERMS AND CONDITIONS)	<b>DPP Solicitation No.:</b>
<b>NOTE:</b> If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid.	<b>DPP Solicitation Title:</b>
<b>Bidder's Name and Address:</b>	<b>• Bidder's Telephone No.:</b> _____  <b>• Bidder's Contact Person:</b> _____

**INSTRUCTIONS:** List all businesses you intend to use as subcontractors. This form may be duplicated for extended lists.

SUBCONTRACTOR'S NAME, ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	CERTIFIED WITH NJ COMMERCE AND ECONOMIC GROWTH COMMISSION *				TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACT(S)
	MINORITY-OWNED		WOMAN-OWNED			
	YES	NO	YES	NO		

**\* For those Bidders listing Minority-Owned and Woman-Owned Subcontractors:** Attach copies of NJ Commerce & Economic Growth Commission Certification or application for Certification for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in accordance with NJAC 17:13-4 and the Notice to All Bidders.

**I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.**

**I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.**

**PRINCIPAL OF FIRM:**

(Signature)

(Title)

(Date)

## **ATTACHMENT 5 - PRICE SCHEDULE**

### **ATTACHMENT 5**

#### **PRICE SCHEDULE**

<b>Bid Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Price Per Unit</b>	<b>Total Price</b>
1.	Task 1 - Fixed Price for Evaluation and Benchmarking of New Jersey Criminal Justice System (See <a href="#">RFP Section 3.5</a> )	1	Fixed Price	Not Applicable	\$
2.	Engagement Manager, All Inclusive Hourly Rate	125	All Inclusive Hourly Rate	\$	\$
3.	Senior Consultants (On-Site), All Inclusive Hourly Rate	250	All Inclusive Hourly Rate	\$	\$
4.	Senior Consultants (Off-Site), All Inclusive Hourly Rate	250	All Inclusive Hourly Rate	\$	\$
5.	Planning Consultants (On-Site), All Inclusive Hourly Rate	500	All Inclusive Hourly Rate	\$	\$
6.	Planning Consultants (Off-Site), All Inclusive Hourly Rate	500	All Inclusive Hourly Rate	\$	\$
7.	Project Manager (On-Site), All Inclusive Hourly Rate	250	All Inclusive Hourly Rate	\$	\$
8.	Project Manager (Off-Site), All Inclusive Hourly Rate	250	All Inclusive Hourly Rate	\$	\$
<b>* TOTAL BID PRICE (Sum of Bid Items 1 -8)</b>					\$

\* Price that will be used for evaluation purposes.

The "Fixed Price" for bid item 1 must be all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

"All Inclusive Hourly Rate", for bid items 2 - 8, shall be defined as all direct and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, reproduction and any other costs. Time spent in traveling to and from the work site or employee's normal workstation shall not be included in the rate. It shall include normal work breaks but not including meals. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

The hours in bid items 2 - 8 are the estimated maximum amount of hours to perform optional tasks 2 - 5. (See [RFP Section 3.6](#)) These are estimates only for evaluation purposes, and are not commitments by the State to purchase any specific amount of services under this contract.

**ATTACHMENT 6 - RECIPROCITY FORM**  
(Optional Submission)

**RECIPROCITY FORM**

**IMPORTANT NOTICE TO ALL BIDDERS**

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

-----  
**Name of Locality having preference practices:**

City /Town/Authority	
County	
State	

☐ Documentation Attached

☐ Resolution

☐ Notice to Bidder

☐ Regulations/Laws

☐ Other \_\_\_\_\_

Name of Firm Submitting this information \_\_\_\_\_

*Please Print*

## **SUPPLEMENT 1 – CONFIDENTIALITY AGREEMENT**

*This supplement is required to be submitted by the award-winning bidder. It is not required to be submitted at time of bid proposal submission.*

### **Confidentiality Agreement Between the State of New Jersey CJIS Advisory Policy Committee and \_\_\_\_\_**

The purpose of this agreement is to establish a basis upon which the State of New Jersey – CJIS Advisory Policy Committee (hereafter referred to as the State) may supply documents or other materials to \_\_\_\_\_ (hereafter referred to as the Contractor) in order to permit implementation pursuant to our contract.

Confidential information shall mean all information obtained by or disclosed to the Contractor by the State which relates to past, present, and future research, development, and business activities of the State.

All data supplied to the Contractor and the information contained therein shall be treated as confidential material.

The Contractor agrees to hold all such information in trust and confidence for the State and, except as authorized by the State in writing, not to disclose it to any person, firm, or corporation, make any copies or use it for any purpose other than to fulfill our agreement.

The Contractor may disclose such information only to those of its employees, agents, or subcontractors having a need-to-know and shall segregate and secure such information in such a manner as to guard against its loss, disclosure, or commingling with the material of others. The Contractor shall have signed agreements with its employees, agents, and subcontractors sufficient to ensure compliance with this agreement.

The Contractor shall advise the State immediately in the event of any loss or inadvertent disclosure of such information.

The Contractor shall dispose of all printed, visual, or electronic scrap in such a manner as to prevent disclosure of the information contained therein.

At the completion of the contract, the Contractor shall return all original materials and other materials containing confidential information to the State.

The Contractor shall not use, display, or distribute any materials or publications produced by the Contractor for the State as sales samples nor shall the Contractor advertise or publish in any manner the fact that the Contractor shall have furnished or contracted to furnish service to the State without prior written consent from the State.

Should this confidentiality agreement be breached by the Contractor, its employees, agents, or subcontractors, the New Jersey CJIS Advisory Policy Committee and/or the State of New Jersey may avail itself of all appropriate legal remedies against the contractor and/or responsible persons.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Company Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS**

### **STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

- 1.1 **BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## **2. LIABILITIES**

- 2.1 LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY  
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
  2. PRODUCTS/COMPLETED OPERATIONS
  3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE  
\$100,000 DISEASE EACH EMPLOYEE  
\$500,000 DISEASE AGGREGATE LIMIT

## **3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

- 3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

### **3.3 BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
  - a. Issue an award notice for those offers accepted by the State;
  - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
  1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
  2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

- 3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

### **3.5 TERMINATION OF CONTRACT**

- a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required,

- b. For cause:
  1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
  2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

- 3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.



**3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

**3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

**3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.

**3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

**3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

**3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

**3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

**3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

**3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

**3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

**3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

**3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

**3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

**4. TERMS RELATING TO PRICE QUOTATION**

**4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

- 4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

- 4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

- 4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

- 4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.

- 4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

- 4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

- 5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

- 6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

## **APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE**

### **NOTICE TO ALL BIDDERS** **SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.